

## **RULES AND REGULATIONS**

### **SECTION I ASSOCIATION IDENTIFICATION POLICY**

Each member in good standing as defined in the Property Owners Association By-Laws (Article III, Section 21 / Article IV, Section 3B III) shall apply for and receive Association Personal Identification in compliance with the following requirements and procedures: In the event of the loss of Photo ID, it shall be reported immediately to Administration.

1. Property Owner. Upon the payment of all dues or current on an approved payment schedule, fines and fees levied against him, or his property by the Association, each Member shall apply for and receive one Photo ID badge for each person in his household three (3) years of age or older. This badge shall be renewed annually.
2. Long Term Rental Tenant. A Member in Good Standing renting his home in the community for any single period of sixteen (16) consecutive days or more must comply with Article 4, Section 3 B III. This badge shall be valid for the remainder of the calendar year or until the rental period has expired, whichever comes first.
3. Short Term Rental Tenant. A member in good standing renting his home in the community for a single period of fifteen (15) consecutive days or less, may apply for and receive a number of badges or passes based on local ordinances which governs occupancy of the dwelling. Additional guest's badges may be purchased for a fee as established by Board of Directors.
4. Property Owner Guest (Relative). A member in good standing may apply for and receive a Photo ID badge for a non-resident property owner relative (parent, child, grandchild, stepchild, etc.) on payment of a fee as established by the Board of Directors. This badge shall be valid for the year in which it was issued. Proof of relationship in the form of birth certificate, marriage license, etc., may be required.
5. Guest Passes. A member in good standing or a rental tenant holding a valid Photo ID badge may purchase a daily guest pass and/or passes on payment of a fee as established by the Board of Directors. This badge shall be signed by the member or rental tenant. A tenant shall be allowed to purchase a guest pass and/or passes once a Photo ID is obtained for all persons named on the lease.
6. Enforcement.
  - a) No resident of the community shall purchase a guest pass for any other resident of the community.
  - b) The use of a Photo ID badge by a person whose photo does not appear thereon shall result in the confiscation of the badge and the loss of the use of the amenities/functions for the remainder of the year for all parties involved.
  - c) Violation of these rules shall result in citation and fine in accordance with the scale of fines established by the Board of Directors.

### **VEHICULAR ACCESS TO PROPERTY**

- (a) Each member in good standing shall apply for and receive vehicular recognition identification as from time to time may be adopted by the Association for the purpose of granting access to Association property by qualified persons under conditions established by the Board of Directors.
- (b) Proof of registration and insurance for any and all vehicles must be current and on file with the Association.
- (c) Authorized Guests and Tenants of Members-in-Good-Standing shall be issued on their initial arrival to the Community, an Association "Gate Entrance Pass" which must be displayed on dashboard at all times or such other identification device which is the Associations' authorization permitting the guest or tenant vehicle to enter the community for a fixed

temporary period of time corresponding to the Guests term of visit or a Tenants term of tenancy.

- (d) Guests and Tenants not registered, and therefore not displaying a valid “Gate Entrance Pass”, or other identifying device may be stopped and denied access until proof of authority to enter the Community is provided.
- (e) Persons desiring entry to the community as a Guest of an Association Member, who is not present in the Community, may be denied entry pending authorization from the Association Member.
- (f) The Association may issue a “Gate Entrance Pass” or other device authorizing entry to the Community for a fixed, temporary period of time not to exceed 30 days, to any vendor, contractor, sub-contractor, utility company personnel, or any other person having official business in the Community, provided the visitor discloses all information that may be requested by the Association or Public Safety. Passes must be displayed on dashboard at all times.
- (g) Vehicles desiring entry to the Community in order to provide an emergency service (fire department equipment, volunteer firefighters, police, ambulance, and the like) shall be authorized to enter the Community without identification when they are entering the Community in response to an emergency situation or condition.
- (h) Vehicles operated by non-resident Association personnel and used in the Community for personal transportation, or Association business shall be issued a valid gate card for the regular “on-duty” hours of the Association.
- (i) Violation of these rules shall result in citation and fines in accordance with the scale of fines established by the Board of Directors.
- (j) Willfully aiding an individual to gain illegal access (entry) into the community is prohibited. Fines shall be imposed.

## **SECTION 2 GENERAL RULES AND REGULATIONS**

1. Each Member shall use his “Association Identification” in compliance with the Association Policy.
2. Guests, Tenants, Visitors, Contractors or other persons authorized to use Community roads or facilities not displaying or showing upon request of a Public Safety Officer, a valid “Gate Entrance Pass”, shall be required to obtain same immediately.
3. All homes are required to post their lot in a minimum 6-inch letters and numbers easily read from the roadway in front of their home.
4. Posting of notices shall be restricted to one notice, and to those approved by the Board or its designee (Beware of Dog and No Trespassing) and must be displayed in an interior window and not exceed 100 square inches.
5. Members are required to inform the Association at its regular place of business, of any change of address that would affect or interfere with the required and desirable communications between the Member and the Association.
6. Fireworks are specifically prohibited in A Pocono Country Place POA, Inc. except at Association sponsored functions.
7. No person may dump, deposit, throw, spill or leave any refuse, trash, debris, filthy or odor producing objects or substances in any lake, pool, stream, or on any shoreline in the Community. Nor shall any person, in any manner, contaminate or pollute any lake, pool, or stream within the Community. Nor shall any person permit any sewer drainage onto any property.
8. No person shall cut, mutilate, or otherwise destroy, dig, pick, or otherwise remove any tree, shrub, plant or ground cover (or substantial parts thereof); or do any act detrimental to the above, on any property in the Community, except as a member is entitled to trim, garden, landscape, and the like on his own property, subject to the Restrictive Covenants.
  - a) No person may cut and/or remove “dead wood” from any property in the Community, except as

- he may be authorized by the Restrictive Covenants to do same on his private lot(s), or as authorized by the member owning the property.
- b) The Association will take any and all actions it deems necessary and as are granted to the Association elsewhere in these rules and regulations to prevent and/or sanction any persons committing any of the acts specifically prohibited by these rules and regulations.
9. No person may take any actions, or authorize any actions to be taken, which may interfere with the proper drainage of surface waters in the Community. Residents are required to clean debris from their drainage ditches, culvert pipes, etc.
    - (a) Specifically, no person shall rake, shovel or otherwise deposit or allow to collect, any debris, in any recessed area adjacent to his lot, including culvert pipes, which is part of the surface water drainage system of the Community.
  10. The speed limits in the Community, unless otherwise posted, shall be:
    - (a) 25 miles per hour on all paved roads, weather permitting.
    - (b) 5 miles per hour in parking lots and on all roads used as exits or entrances in parking lots.
  11. Residents shall be responsible for informing their Guests, Tenants, Visitors, Contractors, etc., of the Rules and Regulations of the Association.
  12. Property Owner will be responsible for all fines duly levied against their Guests, Tenants, Visitors, etc., for violations of Association Rules and Regulations.
  13. Members, Guests, Tenants, and Visitors shall comply with all Pennsylvania State Laws, which are not otherwise expressed or implied in these Rules and Regulations. Specifically, those laws relating to:
    - (a) The illegal possession or consumption of alcohol or prohibited controlled or illicit substances.
    - (b) The operations of licensed or unlicensed motor driven cycles or vehicles by unlicensed or underage individuals, unless otherwise prohibited by these Rules and Regulations.
  14. Loitering at Association facilities is prohibited.
  15. No person may take any action or authorize any action to be taken that may interfere with the proper administration or operation of the Association or its employees, agents or others authorized to act on behalf of the Association.
  16. Pool walls more than 18" in depth and not housed in a permanent structure are prohibited on private property.
  17. A building permit issued by the Association is required and may be obtained from the Building and Architecture Office for the following: New Construction. Additions and enclosures. Garages. Paving. Removal/cutting down trees. Landscaping – when self-propelled mechanically powered equipment is used. Deck – new addition or total replacement. Sheds, new chimney, or closet added on the outside of the house. Modular/prefabricated sheds. Tanks containing propane, oil or any other type of combustible fuel. Roofing, Siding, and Fencing.
  18. Distribution of materials door-to-door or any type of solicitation is strictly prohibited.

### **SECTION 3 PERSONAL CONDUCT IN THE COMMUNITY**

#### **Introduction:**

As the personal conduct of each person in the Community influences the degree of peace and enjoyment available to others sharing in the recreational and residential pleasures of A Pocono Country Place POA, Inc. so each person's personal conduct should demonstrate a respect for the rights and privileges of others to the peaceful enjoyment of their home, their property and the facilities they share in common. In that regard:

1. No nuisance shall be allowed in the Community nor shall any use or practice be allowed, which is a source of annoyance to other residents, or which interferes with the proper use of a home, property

- or facility in the Community. The use of any device, tool, audio equipment or other means that constitutes a nuisance as outlined within the Coolbaugh Township Ordinance shall be prohibited.
2. A member shall be responsible for the conduct of his Guests and Tenants, and their adherence to the Restrictive Covenants, By-Laws and the Rules and Regulations of the Association.
  3. Persons below Pennsylvania State legal drinking age shall not consume alcoholic beverages or other intoxicants at any time at any Recreational Facility, Association Facility or Common Area of the Community, as well as Private Homes. There will be a fine as noted in the attached fine schedule, per person per occurrence plus notification of violations to the proper authorities. (Approved 10/11/2008)
  4. The use of the Recreational Facilities is restricted to Members-in-Good-Standing and other such persons as may be authorized by the Association  
A Member not in Good Standing by virtue of any delinquency or suspension by the Association may not use the Recreational Facilities as a guest of a Member in Good Standing.
  5. An Association Badge must be worn at all times at all Recreational Facilities, except as may be authorized by the Board.  
Members or Guests not wearing a valid badge shall be required to leave a facility at the request of the Public Safety Officer or other authorized Association Personnel and/or volunteers on duty at that facility.
  6. All directives given by a Public Safety Officer or other authorized Association Personnel and/or volunteers on duty at a specific facility or performing a specific task, shall be followed, including, but not limited to:
    - a) Requests to leave facilities.
    - b) Request to stop vehicles and identify operator.
  7. Use of a Recreational Facility shall be with due considerations to the posted or published hours of operation and corresponding rules of conduct for that facility. Time limits on the use of recreational Facilities by members, guests or tenants shall be adhered to.
  8. Any activity, which is deemed by such authorized Association Personnel as likely to interfere with the reasonable enjoyment of a facility by others, is prohibited.  
All recreational modes of transportation which include by example bicycles, skate boards, scooters, roller blades, etc. within Association owned recreation areas, except in the event of community sanctioned activity, are prohibited.
  9. Barbecuing is permitted only on a member's private property, or at Association sponsored functions, or at designated areas with prior approval from Administration.
  10. No person shall take any action, either willfully or negligently, which would cause, or threaten to cause, any injury to any person, and/or any damage to any property in the Community.
  11. Following due process, acts of vandalism and malicious mischief that cause damage to any Recreational Facilities, Association Facilities, and/or Private or Common Areas, shall subject the offender to the cost or repair, replacement and/or restoration, plus related administrative costs, and all costs allowable by law, plus the penalty assessed by the Association for the violation.
  12. Individuals using any Recreational Facility are responsible for all risks inherent in the use of such facilities. Parents bear the responsibility of their children, whether the parent is present or not.
  13. Any accident occurring on, or involving the use of any Recreational Facility or Association asset shall be reported immediately or as soon as is practical to any Association Personnel on duty at the site of the incident, or to Public Safety if no Association personnel are available on site.
  14. Association Personnel on duty are NOT PERMITTED to take individual responsibility for anyone's private property and/or children.
  15. No facility equipment and/or supplies shall be removed from the area of intended use. Association-owned or controlled property and equipment will not be borrowed, rented or leased by any Member for his personal use, unless authorized by the Property Manager.

16. Each Member-in-good-standing shall have the use, enjoyment and privilege of using any and all Community Facilities and shall have an easement over and to the Common Areas, roads, streets, ways in common with all of the other members subject to the terms and conditions herein established by the Association By-Laws or Rules and Regulations.
17. No recreational activities including, but not limited to boating, fishing, swimming and ice skating in, or upon the pools and lakes of the Association shall be engaged in for any commercial purpose whatsoever, nor shall any inboard, outboard or motor-propelled boats of any description, be permitted.
18. Any person, organized group, or club within the Community wishing to use a facility or common area for a social or official function, shall first receive the approval of the Association for the use of that Facility or Area.
  - a) Exclusive or restricted use of a Community Facility or Area for a particular function by an organized club or group within the Community may be denied at the sole discretion of the Association Administration if and when the Association determined that such restricted or exclusive use interferes with the General Membership's privileges or welfare.
  - b) A clubhouse may be rented by any member in good standing for a social event provided no fee is charged by the member for attending the event. Social events do not include any request for the use of a clubhouse by a member for a politically organized group, organized religion, or any other organization, which mandates and adopts policies on specific issues.

#### **SECTION 4 TENANTS POLICY**

1. Any Property Owner **not paid in full with their dues and maintenance or on an approved payment schedule** and/or levies shall not rent or lease his property to others.
2. No Property Owner shall lease a home, other than on a written form of Lease, which shall include but is not limited to the following provisions:
  - a) Submission of completed and signed A Pocono Country Place POA, Inc. Addendum to Lease Agreement, Registration with Administration, and accompanied by a copy of the Coolbaugh Township Tenant Registration form.
  - b) Requiring the tenant to comply with Association Bylaws, Rules and Regulations;
  - c) That a failure to comply with any of the Association Bylaws, Rules and Regulations shall constitute a default under the Lease; and
  - d) That after any administrative review or appeal provided for in the Bylaws, Rules or Regulations, the Association has the power to terminate the Lease or to bring summary proceedings to evict the tenant in the name of the Property Owner. The Property Owner will receive notice of the proposed eviction and the opportunity to participate in all proceedings regarding the same.
3. Each Property Owner, immediately following the execution of any Lease or renewal of Lease of a home, shall present a confirmed copy to the Association at the time of registration or renewal.
4. Any purported Lease of a home in violation of this Section shall be voided at the election of the Association. If the Association shall so elect, the Property Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing) in the name of said Property Owner as the proposed landlord. Said Property Owner shall reimburse the Association for all expenses (including reasonable attorney's fees and disbursements) incurred in connection with such proceedings, and in the event that the Property Owner does not reimburse the Association for such expenses, then it shall act as a lien on the particular home involved. Collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Property Owner dues and assessments.
5. Members-in-Good Standing (Owners of record or their designee) must register tenants with the Association on the appropriate "Tenant Registration Form" seven (7) days in advance of arrival.

Appropriate fees must accompany the Tenant Registration Form as detailed below (occupancy of the dwelling must comply to Coolbaugh Township Ordinances):

- a) There will be no administrative fee for short-term rentals (15 days or less), however badges must be purchased at the cost of \$30.00 per person, with a maximum badge count of 10 badges for each property. Badges are valid for a period of one year, providing homeowner remains in good standing.
  - b) An administrative fee of \$150.00 will be required and be payable upon registration of each new tenant for a long term rental (lease) of more than sixteen (16) days to no more than twelve (12) months;
  - c) A rental (lease) beyond twelve (12) months for the same tenant will require re-registration per paragraphs (a) and (b) above;
  - d) Payments of tenant fees are not refundable for any reason.
6. Owners shall be responsible for informing their guests and tenants of the Rules and Regulations of the Association. Owners shall be responsible for all fines duly levied against their guests, tenants or visitors for violations of the Rules and Regulations.
  7. In the event a tenant fails to comply with the provisions of this Section, the Bylaws, the Rules and Regulations, then, in addition to all other remedies that it may have, the Association shall notify the Property Owner of such violations and demand that same be remedied through the Property Owner's efforts within thirty (30) days of such notice. If such violation is not remedied within said thirty (30) day period, then the Property Owner shall, within ten (10) days of being notified to do so by the Association, and at the Property Owner's sole cost and expense, institute and diligently prosecute an eviction action against the tenant on account of such violation. Such action shall not be compromised or settled without prior written consent of the Association.
  8. In the event that the Property Owner fails to fulfill the foregoing obligation as set forth in Subsection (7) above, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Property Owner and at the Property Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular home involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Property Owner dues and assessments. Notwithstanding the foregoing, the Property Owner and the Tenant shall be accorded by administrative review or appeal as provided for in the Bylaws, Rules or Regulations.
  9. Any failure of the Property Owner to fully comply with this Section shall constitute a default under the Lease. No act of leasing one's home shall relieve a Property Owner from said Property Owner's obligations under the Association's By-laws, Rules or Regulations. Notwithstanding the foregoing, the Property Owner and the Tenant shall be accorded any administrative review or appeal as provided for in the By-laws, Rules or Regulations.
  10. The Property Owner shall be responsible for all attorney's fees and costs incurred by the Association as a result of a violation of the Association's Bylaws, Rules or Regulations by the tenant, irrespective of whether a suit is instituted.
  11. Member or their designee must provide the following information on the Tenant Registration Form, which must be signed and dated by the Member:
    - a) The total number of persons who will be residing at the Member's house;
    - b) The names, ages and relationship to the tenant of all persons residing at the Member's house;
    - c) The prior address of all persons listed on the Tenant Registration Form.
    - d) The length of the tenancy, complete with commencement and termination dates; and such other information as may be required (e.g., licensed pets with proof of applicable state required vaccinations, etc).
  12. Vehicle identification passes:

- a) A vehicle identification pass shall be issued for short term tenants (15 days or less);
  - b) For long-term tenants (16 days or more), gate cards or other entry devices must be purchased at a cost to be established by the Board of Directors.
13. Tenants have the right to use the facilities pursuant to the Association By-laws, Rules and Regulations, including the wearing of current badges at all Association functions and facilities consistent with the following:
- a) Long term tenants (16 days or more) must obtain badges from Administration for each person over the age of three (3).
14. Subletting by tenants is prohibited and fines will be levied.
15. Guests of tenants shall be defined as persons visiting the tenant for a period not exceeding fifteen (15) days during any thirty (30) day period. Persons visiting a tenant for a period of six (6) days or more within any thirty (30) day period must have Owner register with the Association on the Tenant Registration Form and provide such fees as may be required.
16. Property Owner(s) will be fined for violation of this Section. Failure to register or renew a tenant pursuant to this Section shall subject the Member to a fine as noted in the attached fine schedule per occurrence.
17. The Association reserves the right to refuse entry to any tenant who has not complied with this Section.
18. Family members in a residence longer than 30 days, not occupied by the homeowner, with no lease on file are considered guests.
- a) Documentation must be provided clearly proving the relationship.
  - b) All occupants must be registered as guests with APCP administration on an annual basis.

## **SECTION 5 SCHOOL BUS REGULATION**

No vehicle may be operated when a school bus is loading or unloading or lights flashing in either direction on all Community property or roadways, pursuant to PA state regulations.

## **SECTION 6 TENNIS**

1. Appropriate attire is required for use on the courts; bathing suits are unacceptable. Tennis shoes are specifically required.
2. No activity other than tennis is permitted on the courts. Bicycles, motor driven vehicles of any kind, benches and other equipment or materials which might cause damage to the surface shall not be brought into the enclosed court area.
3. No food or beverage shall be brought into the enclosed tennis area.
4. Pets are not permitted on the courts at any time.
5. No person shall tamper with the Reservation Sign-up Sheet posted at the Administration Building or the Courts. Reservations are forfeited ten minutes past the hour reserved.
6. Observers and others waiting to get onto the courts should remain outside the fenced enclosure.

## **SECTION 7 LAKE ACTIVITIES**

1. A boat may not be operated in a negligent manner. This includes, (by State Law), operating a small boat while anyone on the boat is standing, operating a boat while intoxicated, or operating a boat within prohibited marked areas.  
The owner and operator of a boat are responsible for the safe operation of the boat, and as such, can be held liable for any harm or damage caused by the boat.
2. No boat shall be loaded beyond its safe carrying capacity.
3. State Law requires one Coast Guard approved flotation device in good condition for each person in a boat. The wearing of said device is required while operating any type of boat on Association

Lakes.

4. No person shall take his boat into the marked designated swimming areas, nor shall any boat be operated within fifty (50) feet of any designated swimming area when anyone is in the water.
5. No Association owned boats will be allowed on any lake except during Association-approved functions, or scheduled hours of operation.
6. Diving or swimming from a boat is prohibited.
7. There shall be no deliberate capsizing of boats.
8. Only boats, canoes, or watercraft propelled by either oars, paddles, or sails shall be permitted upon the water of any Association Lake. The only exception being the Association Life Guard Boat for emergency purposes only.
9. Any boating accident shall be reported to the Beach Lifeguard on duty, or in his absence, to Public Safety, immediately.
10. Privately owned boats left unattended for more than twenty-four hours in an undesignated area may be moved by the Association with corresponding costs and penalties charged to the owner of said boat.
11. Fishing is prohibited from any dock or beach that is within 50 feet of a designated swimming area while the beach is open.
12. The cleaning of fish at lakeside is specifically prohibited.
13. Fisherman shall observe applicable Pennsylvania State Regulations and the Pennsylvania Fish & Game Commission, including those laws or regulations relating to licensing and catch limits.
14. All types of water activities at private or unattended beach areas shall be at the risk of the swimmer, bather, ice skater or property owner.

## **SECTION 8 BEACH/SWIMMING POOLS**

1. The Beach and Swimming Pools will be “open” for swimming only when there is an Association Lifeguard present and on duty. The entering of enclosed pool areas and/or beaches when a lifeguard is not present is prohibited. Beaches will be closed at dusk, except for Association approved functions.
2. Lifeguards are the Association authority regarding beach and water safety conditions and behavior; their directives shall be followed.
3. There shall be no running, shoving, pushing, boisterous behavior, rough play or any other conduct, which endangers life or property, or interferes with the enjoyment of these facilities by others.
4. Objects of glass, or any object(s) having sharp edges shall not be brought onto the beach or fenced-in area of the pool.
5. Changing of attire is restricted to the Bathhouse provided for that purpose.
  - a. Children who are not toilet trained must wear swimmyies (special attire for swimming).  
Diapers Prohibited.
  - b. Bathing suits are required for swimming at Association Lakes and/or Pools.
6. No pets of any kind (with exception of dogs trained and used to aid the blind) are permitted on the beach or the fenced-in area of the pool at any hour.
7. No person may take any action that may in any way contaminate or pollute the swimming water. No food or beverages may be consumed in the water or brought into the fenced-in area surrounding the pool.
8. Children twelve (12) years of age and under must be accompanied by an adult responsible for their conduct and safety.  
No child five (5) years of age or under is permitted in the water without the supervision of an adult in the water with the child
9. Lifeguard’s chairs may be used by on-duty lifeguards only.
10. Frisbee, Volleyball and the like are permitted on the beach when the beach is not “open” or when

not causing interference with the safety of swimmers or the peaceful enjoyment of the facility by others.

11. Small floats, tubes, toys, masks, fins and snorkels are permitted in swimming areas, unless the lifeguard on duty, at his sole discretion, requests that they not be used for a period of time when they may be interfering with the safety of bathers or the peaceful enjoyment of the facility by others.

## **SECTION 9 CLUBHOUSES AND BATHHOUSES**

1. Members, Tenants and Guests using any Clubhouse must be appropriately attired. Bare feet and wet bathing suits are specifically prohibited.
2. Ice skates, roller skates, bicycles and skateboards may not be used in any clubhouse, on any clubhouse deck, or in any bathhouse in the Community.
3. Children and/or teenagers shall not congregate in or around any Clubhouse or Bathhouse without continuous adult supervision, or unless a facility is "open" for the recreational use of children.
  - a. An adult member wishing to provide voluntary supervision of a facility, to allow children and/or teenagers to congregate at hours when that facility is not under the supervision of authorized Association Personnel on duty, must:
  - b. Obtain prior approval from the Association Recreation Director, Property Manager, or other person designated by the Board.
  - c. Assume full responsibility for the conduct of minors in attendance and for the good order of the properties and equipment occupied and/or used.
4. Loitering in the restrooms or bathhouses of any Community Facility is specifically prohibited
5. Pets are not permitted in any Clubhouse or Bathhouse except for dogs trained and used to aid the blind.

## **SECTION 10 REGULATION OF PRIVATELY OWNED LOTS**

1. Fences are permitted following the guidelines established by the B&A Department. Information on fences is available from the Architectural Secretary.
  - a) Fences for extenuating circumstances will be considered on a case-by-case basis by the Board of Directors.
  - b) These temporary fences will be subject to removal when the property changes ownership.
2. There shall be no painting of rocks or trees, or use of landscaping or ornamental materials offensive to the natural woodland appearance of the Community, including unsightly weeds.
3. Clotheslines are permitted, however every attempt should be made to have it placed in the least conspicuous area possible.
4. A member may not have above ground tank(s) installed on his property which is intended to be or actually used for the retention of flammable materials without approval from the Architectural Department to verify compliance with local, township, county, state or federal regulation(s). All tank(s) shall be screened from view and shall be placed in rear of home, except where it is unavoidable because of site location.
5. Two family homes are expressly prohibited from being constructed or maintained, except for mother/daughter\* dwellings. (\*Meaning only parents and their grown children).
6. The owner of a lot in the Community shall remove from his property, within ten (10) days of written notice from the Association, any tree, shrub, plant or any obstruction or part thereof which, in the opinion of the Association, following consultation with the owner, obstructs the view of a driver using the roads of the Community, to a degree which constitutes a serious driving hazard.
7. No Member, Tenant, Guest of a Member or any other person, shall advertise any event or service, in any publication including electronic media distributed outside the Community, which would be likely to solicit visitors, which are members of the general public and impersonal visitors to the

member's home, without prior consent of the Association. Neither shall there be fostered any commercial enterprise from a residence by sign, nor erection of a sign upon such property for any purpose whatsoever, except that a section and lot number sign shall be required.

- a) No signs of any nature or for any purpose shall be displayed unless specifically approved in writing by the Association.
  - b) A notice or sign of an existing security system may be placed within 2 feet of the structure. A Beware of Dog or No Trespassing sign may be displayed in an interior window of the house. Any sign shall not be more than 100 square inches.
  - c) A home within A Pocono Country Place POA, Inc. may not be used to conduct business, which attracts or encourages persons to come to that home for the purpose of conducting the business of the owner or tenant.
8. In addition to these and all other Rules and Regulations which may apply to the regulation of conduct on or improvement of a privately owned lot, each member is restricted in the use of his property by Restrictive Covenants which run with the land, and which may be stated in the Declaration of his Deed and as specified below:
- a) The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed, other than one detached single dwelling, not to exceed one and one-half stories in height, and a private garage for not more than 2 cars.
  - b) A member shall not clear the lot of brush or trees of any nature whatsoever, except after having first obtained the approval of the Association, in writing, such approval to specify the time and manner in which such clearing or trimming shall be done. No open fires are permitted on a member's lot under any circumstances.
  - c) Corner lots shall be subject to a sight easement over a triangle, the legs of which are 30 feet measured along the street right of way lines from their point of intersection.
  - d) No lot shall be kept in any unsightly manner. A lot will be considered unsightly when the following is kept on the property in an unsightly or dangerous manner: Rubbish, trash, garbage, wastes, junk cars or debris. If the lot owner refuses to comply with this Covenant, the Association shall have the right to enter upon the premises and take such actions as are necessary to rectify the unsightly condition and further, the Association shall have the right to charge the member a reasonable fee for these services.
  - e) No property shall be kept in an unsightly manner, nor shall a member cause any smoke, odor, soot, vibrations or other noxious or offensive activity, either willfully or negligently, which may be or become an annoyance or nuisance to other owners, or users of any Common Area.
  - f) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding or accessory type of building shall be used on any lot at any time as a residence, either temporarily or permanently.
9. The playing of basketball on roadways and / or traffic ways is expressly prohibited. Basketball hoops may not be within sixteen (16) feet of the roadway.
- 10.
- a) Only two (2) adjoining lots may be combined.
  - b) With respect to combined lots, the annual dues shall be one hundred ten (110%) percent of the highest annual dues that could have been charged on either lot in the event that said lots had not been combined.
  - c) If after combination, said lots are subdivided by the property owner who combined the same, the property owner shall be assessed ninety (90%) percent of the dues that would have been charged from the date of combination. If said lots are subdivided by a property owner, who did not originally combine the lots, the property owner should be assessed ninety (90%) percent of the dues that would have been charged from the date the property owner acquired the combined lots.

11. Property owners will allow employees of the association on property for purpose of installation of culverts.
  - a) In the event installation involves gravel drive, the property owner will be responsible for all costs of all materials associated with installation. The association will bear the costs of all labor involved.
  - b) In the event installation involves anything other than stone, property owner will be responsible for all costs of material in addition to costs of repaving area of installation. The association will cover all costs of labor involved.
  - c) After completion of installation of culvert pipe, the property owner will be responsible for regular maintenance of same.

## **SECTION 11 PETS, OTHER ANIMALS**

1. Only the usual properly inoculated household pets may be kept in the Community, provided they are registered and licensed as required by Pennsylvania State Law.
  - (a) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except a dog, cat or other household pet provided that they are not kept, bred, or maintained for any commercial purposes. Pets shall be contained on an owner's property, and any such pet causing or creating a nuisance, unreasonable disturbance, or threatening damage, or harm, to any person or property, shall be permanently removed from the Community upon three days written notice from the Association.
  - (b) All dogs owned by a property owner, renter or tenant in the Community shall be registered with proof of license and inoculation at the Administration Office and when applicable fee is paid, issued an A Pocono Country Place POA, Inc. numbered tag for placing on the collar of the dog. All dogs must be re-registered in the event the tenant or renter moves to a new address within APCPPOA, INC. A family having more than one dog, or acquiring new or additional dogs, must also register these dogs. A property owner, renter or tenant must notify A Pocono Country Place POA, Inc. Administration of any dog that is no longer with the family so accurate records may be kept. (Approved 10/11/2008)
2. Every dog, when not inside the owner's home must be on a leash or in an approved pen, and shall not be permitted to create a public nuisance, even when contained on the premises of the dog's keeper. Any violations shall result in a citation or legal action.
  - (a) Dogs housed outdoors shall be provided appropriate shelter, food and water.
  - (b) Inhumane treatment or abuse of animals will not be tolerated. Fines will be levied and /or legal action will be taken.
3. With the exception of dogs trained and used to aid the blind, no pets of any kind are permitted on a Recreational Facilities or in areas elsewhere specified in these Rules and Regulations, other than the dog impound area.
4. Dogs may be walked off the property of the member only when on a leash. The property owner will be held accountable for any individual they authorize to walk their dog. Persons walking a dog must be in control of the animal at all times and remove pet droppings that provide unsightly, unpleasant or unsanitary conditions in any area.
5. No one shall allow their dog to run loose within the community at any time. All dogs must be leashed at all times on common or private property.
  - (a) Dogs running loose shall be taken in by the Public Safety Officer to the Association Dog Impound Pen and may be retained up to 72 hours pending the owner's retrieving same and following the payment of corresponding costs and penalties. After 72 hours, dogs will be transported to the SPCA.
  - (b) Owners of retained dogs wearing identification will be notified of dog's impounded status.

6. A dog pen is permitted pursuant to regulations of the Building and Architectural Committee. Permit required.
7. Dogs shall not be left outside while the resident is away from the home for any length of time, and dogs must be brought inside the residence overnight. Dogs found outside overnight will subject the owner to fines from Public Safety.
8. No wild animals shall be captured, poisoned or baited or in any way harassed by any Member, Tenant, or Guest in the Community.
9. The feeding of wildlife is discouraged.
10. Owners of animals, which are tethered, must follow Pennsylvania State Laws.
11. Be it resolved that any dog who shall have inflicted injury by biting an individual and/or other animal on a prior occasion shall be deemed to be a dangerous dog. As such, the dog shall be muzzled and leashed when let out of doors and accompanied by its owner. In the event that the owner fails to comply with the directive herein, said animal shall be removed from the premises by either the owner or in the event he fails to do so, the Association.

## **SECTION 12 HUNTING, TRAPPING, and WEAPONS**

1. No weapon may be fired or otherwise discharged for hunting, target practice, sport, recreation or the like, or for any other purpose anywhere in the Community. No hunting or discharge of weapons, including, but not limited to pellet guns, "BB" guns, rifles, shotguns, crossbows, pistols, and bows and arrows or any object capable of propelling an object which may cause physical injury to a person or wildlife or can result in property damage is permitted within the Community, nor shall any traps or similar devices be set within the community.
2. Trapping is prohibited.
3. Hunting on Association or Private Property is specifically prohibited.
4. Possession of any exposed firearm or weapon within the common areas of the community is strictly prohibited.

## **SECTION 13 BURNING**

1. No outdoor fires of any kind shall be permitted in the Community except for fire contained in conventional barbecue units or outdoor fireplaces, and those campfires or bonfires that may be part of an Association supervised Social or Recreational Function.
2. All outdoor burning is prohibited.
3. No person under the age of 18 may start or maintain a fire in any fireplace or barbecue unit on Association property.
4. Any fire (other than as are authorized) discovered or accidentally started, shall be reported immediately to the Public Safety Department.

## **SECTION 14 PERSONAL REFUSE**

1. All household refuse may be temporarily retained on a member's property outside his home, provided it is placed in the approved association tote.
  - (a) No waste materials, rubbish, trash, garbage, or other unsightly debris shall be placed on any property.
  - (b) Each property owner shall place out the Association tote for collection. Totes should be placed at curbside the evening prior to scheduled collection day and removed from roadway and/or easement after collection.
  - (c) Association totes must be registered with Administration. Failure to do so will result in fines levied.
  - (d) Leaving refuse in plastic bags or unauthorized containers at curbside is prohibited and will not be collected and fines will be levied.

2. No member shall store or accumulate trash, rubbish, garbage, refuse, or appliances on his property outside his home, garage, or storage shed, nor on the property of any other member. After due notice, the Association will enforce pertinent Covenants regarding the removal of unsightly property and charge the property owner for the cost.
3. No member may dump trash, garbage, or other refuse on any property in the Community.
4. Littering anywhere in the community is strictly prohibited.
5. Dumping trash anywhere in the community is prohibited.
6. Contractor's trash will NOT be collected by the Association. Such removal is the responsibility of the Builder and/or Owner.
7. Removal of such items as major appliances, furniture, and bulk items, is available by purchasing a sticker at the Welcome Center or Administration Office. Items may also be taken to the Coolbaugh Township Recycling Center on Echo Lake Road.

#### **SECTION 15 RECYCLING**

1. The collection of recyclables is available at curbside. Containers should be placed at curbside the evening prior to scheduled collection.
2. Recyclables can also be taken to any local REACH recycling site.
3. The disposal of designated recyclable materials mixed with the conventional municipal waste is prohibited.
4. A list of recyclable materials, which may be changed from time to time, may be obtained from the Association.
5. Paper shall be kept dry and separate from other recyclables.

#### **SECTION 16 MOTOR VEHICLES, MOTOR DRIVEN CYCLES**

1. No unlicensed person may operate any motor vehicle on any road or Recreational Facility, Association Facility, or Common Area in the community.
2. A person operating a motor vehicle in the Community must stop at the request and appropriate signal of a Public Safety Officer and show, at the Officer's request, a valid license, registration and insurance.
3. The owner of a motor vehicle shall not authorize any person to operate his vehicle within the Community, in violation of any of the Rules and Regulations of the Association, or State Licensing bureau.
4. No parent or guardian shall authorize or knowingly permit any minor in his charge to violate any Rule or Regulation of this section.
5. Each member shall be responsible for making his Tenants and his Guests aware of the Rules and Regulations of this section, and will be responsible for all fines or levies assessed for their failure to comply.
6. All motor vehicles driven in the Community must be operable, registered, insured, and inspected in accordance with applicable laws, and registered with the Association.
7. Motor vehicles may not be operated on the properties of the Recreational Facilities or Amenity Areas unless the area is posted or published for such use.
8. Pedestrians and bicyclists shall have the right-of-way over motor driven vehicles.
9. Conducting or participating in any race or any potentially dangerous activity with any motor vehicle is specifically prohibited in the Community.
10. Unless weather or road conditions warrant reduced speed or other speed limits are posted in an area, maximum speed limit in the Community is 25 miles per hour, or 5 miles per hour in Association parking lots and amenity areas.
11. Vehicles that are left unattended in the roadway, easement, or common areas shall be removed by the Association at the owner's expense.

12. Each operator of a motor vehicle in the Community shall observe and follow the instruction(s) displayed on all Community road signs.
13. The operator of any motor vehicle shall yield the right of way to emergency vehicles and any Public Safety vehicle displaying a lighted (Flashing) beacon on Association roadways.
14. Any motor vehicle accident occurring within the Community shall be reported to Public Safety.
15. No person operating or riding in any motor vehicle shall throw or deposit any waste paper, cigar, cigarette, match, household waste, glass, metal, refuse, rubbish, or any dangerous or detrimental substance upon any roadway in the Community. The driver of a vehicle is responsible for all fines, as well as removing or arranging to remove any such material or substance thrown or deposited from his vehicle.
16. All laws of the Commonwealth of Pennsylvania applicable to the operation and use of motor vehicles on public roads, shall apply on Community roads, specifically:
  - (a) The requirement relating to the wearing of helmets by operators and passengers of motor driven cycles or vehicles.
  - (b) Where an Association Rule or Regulation, or Restrictive Covenant may be more restrictive than the language of the Pennsylvania Law, the Rule or Regulation or Restrictive Covenant shall be observed instead of, or in addition to the Pennsylvania Law.
  - (c) See Section 20 for Recreational Vehicles.

## **SECTION 17 CAMPING UNITS, COMMERCIAL VEHICLES TRUCKS, VANS, BOATS, and TRAILERS**

1. No "Camping Units" may be used for temporary or permanent residency, for recreational use, business use, or construction use, on any property within the Community, except as same may be used by the Association temporarily, in the conduct of its business. Camping units owned by members, Tenants and Guests may be stored or parked on the member's property in a "closed" condition only and in a location that provides minimal aesthetic disturbance of the environment.
2. No motor vehicle used for commercial purposes over 10,000 lb maximum gross weight shall remain overnight in the community or on Community property.
  - a) Any vehicle registered under 10,000 lb used on a daily basis for commercial purposes having advertisement or business related materials on it, must be parked on the owner's property.
  - b) No vehicle used for commercial purposes having a bed or box or trailer in excess of 108 square feet may be parked or stored at any home-site or on community property
  - c) No vehicle of the above class(es), shall park on any Association roadway, easement, parking lot or other property not owned by the permitted property owner including Association common ground.
  - d) Each property will be limited to one vehicle used on a daily basis for commercial purposes having advertisements or business related materials on it, visible from the road, under guidelines set forth in the above paragraph.
3. Trucks, vans and/or commercial vehicles containing spontaneously combustible or similarly flammable materials may not be parked within the community.
4. No open body trucks containing unsightly, noxious, or odor producing contents shall be kept on any home-site or at any Recreational or Association Facility in the Community.
5. Motorized vehicles with other than pneumatic tires may not travel directly on the road surface of the Community roads, except snowmobiles and those vehicles owned or operated by the Association in the conduct of its business, under conditions approved by the Board of Directors.
6. Trailers and boats, camping units, RV's, vans, trailers and equipment parked on a member's lot shall be kept "out-of-sight" or in an area that provides minimal aesthetic disturbance of the environment.

## **SECTION 18 PARKING**

1. Parking on community roads, shoulders, or easements is not permitted.
  - a) Specific accommodations may be made for a member that wishes to entertain many guests on one particular day or evening. They may request of the Public Safety Department, in advance of that day or evening, permission to allow his guests to park on the shoulder or the easement in the immediate area of the member's home. The Public Safety Department may grant to the member, such permission, subject to the department's recommendations, and only if the parking is not likely to interfere with the free flow of traffic and/or create a hazard to life or property.
2. Parking at Recreational Facilities, Association Facilities and Common Areas is restricted to the designated parking lot or parking area(s) only.

If a parking lot or parking area is full to capacity at a Recreational, Association Facility, or Common Area, a vehicle may be parked at the direction of Public Safety.
3. All vehicles shall be parked on your property and not within the 10-foot easement or roadway shoulder.

## **SECTION 19 INOPERABLE MOTOR VEHICLES**

1. On a Member's Lot(s).
  - (a) An inoperable motor vehicle or vehicles, may not be collected, stored, or otherwise kept on any lot for a period longer than two consecutive weeks. They can be collected, stored or kept "out-of-sight" in a garage or approved storage shed.
    - (I) Should a Member find it necessary to have a temporarily disabled motor vehicle or vehicles on his property for a period in excess of the above, he shall obtain application for permit from Administration, and submit the application to the Rules Enforcement Officer and follow their directives.
    - (II) If the Rules Enforcement Officer determines, at their sole discretion, following notification to the Member that such situation constitutes an "unsightly" condition, the Rules Enforcement Officer may request that the Member remove the vehicle(s), or vehicle(s) part(s), within five (5) days of such written request of the Rules Enforcement Officer; and the Association shall take any and all other remedies available to achieve the result desired.
    - (III) A vehicle not displaying current license plates, inspection sticker, or unable to move under its own power shall be considered inoperable. An inoperable motor vehicle or substantial parts thereof, not belonging to the Member, Tenant, or Guest, but discovered to have been abandoned, or otherwise left unattended on the Member's property, shall be reported to the Administration Office. A vehicle shall be considered inoperable if any of the following apply:

## **STORAGE OF MOTOR VEHICLE NUISANCES PROHIBITED**

1. As used in this part, the following terms shall have the meanings indicated, unless a different meaning clearly appears from the context: **ABANDONED OR JUNKED MOTOR VEHICLE** – Any motor vehicle which is unable to move under its own power or has any of the following physical defects:
  1. Broken windshields, mirrors or other glass.
  2. One or more flat or open tires or tubes, which could permit vermin harborage.
  3. Missing doors, windows, hood, trunk or other body parts which could permit animal harborage.
  4. Any body parts with sharp edges, including holes resulting from rust.
  5. Missing tires resulting in unsafe suspension of the motor vehicle.

6. Upholstery, which is torn or open, which could permit animal and/or vermin harborage.
  7. Broken headlamps or tail lamps.
  8. Disassembled chassis parts apart from the motor vehicle stored in a disorderly fashion or loose in or on the vehicle.
  9. Protruding sharp objects from the chassis.
  10. Broken vehicle frame suspended from the ground in an unstable manner.
  11. Leaking fluid, which could cause fire, or explosion, or be harmful to the environment.
  12. Exposed battery containing acid.
  13. Inoperable latching mechanism for doors or trunk.
  14. Open or damaged floor boards, including trunk and firewall.
  15. Damaged bumpers pulled away from the perimeter of the vehicle.
  16. Suspended on unstable supports.
  17. Such other defects, which could threaten the health, safety and welfare of the residents of the Association.
2. Vehicles on any property within the community, other than on the Owner's Lot:
    - (a) A person shall not abandon or leave unattended, any inoperable motor vehicle, registered or unregistered, or a substantial part thereof, on or about any road, Recreational or Association Facility or Common Area in the community.  
Any persons finding it necessary to leave a temporarily disabled vehicle in any of the above-mentioned areas for more than one (1) hour, shall inform the Public Safety of their intentions, and follow their directives.
    - (b) Abandonment of a motor vehicle on any private property, without the consent of the owner of that property is prohibited.
    - (c) The Association shall initiate any and all remedies available by Pennsylvania Statute to remove or have removed any abandoned vehicle in the community.
  3. A citation for any of the above items requires producing the vehicle for inspection by the Rules Enforcement Officer or Rules Enforcement Committee Official.

## **SECTION 20 RECREATIONAL VEHICLES**

For the purpose of these Rules and Regulations, the term motorized Recreational Vehicles shall mean motor driven dirt bikes, scooters, ATV's, mopeds, go carts, or any other motorized vehicle that does not require a PA. Registration and cannot be operated legally on a public road.

### **DIRT BIKES/MINI BIKES:**

1. The use of Dirt Bikes/Mini Bikes within A Pocono Country Place POA, Inc. on community properties or roadways is prohibited.
2. The use of ATV's, both three and four wheel within A Pocono Country Place POA, Inc. on community properties or roadways is prohibited.

### **SNOWMOBILES:**

1. Only Members, Tenants and Guests occupying the home of a Member may use a snowmobile in the community, and then use shall be subject to the Rules and Regulations contained in this section
2. All provisions of the Pennsylvania State "Snowmobile Law," its Definitions, Registration, Operations, Equipment and miscellaneous requirements, shall be observed in their entirety, by any and all owners and operators of a snowmobile in the community:
  - (a) It is the responsibility of the owner and operator of a snowmobile in the community to make himself aware of the Pennsylvania "Snowmobile Law," and to abide by its provisions.

- (b) It is the responsibility of the Member of the Association to make his Guests and Tenants aware of these Rules and Regulations regarding “snowmobile” operation in the Community.
3. Snowmobiling is limited to the hours between 9:00 A.M. and 9:00 P.M. or such other periods that may be authorized by the Association.
4. Any person operating a snowmobile in the community shall, at a reasonable request and appropriate signal of a Public Safety Officer, stop and show his certification to operate a snowmobile, in compliance with the requirements of Item (2) above.
5. Operators are specifically prohibited from conducting or participating in any “speed race”, or any activity, which may endanger the operators, other persons, or property.
6. Members must adhere to the following rules and complete a Hold Harmless Agreement when registering a snowmobile with Public Safety:
  - a) Vehicle must obey all Association Rules and Regulations, as well as State Laws.
  - b) An approved helmet is required for all riders.
  - c) Snowmobiling on any frozen body of water within the Association is prohibited.

#### **GOLF CARTS:**

1. Members, Guests, and Tenants may operate a golf cart in the Community with the following conditions:
  - a) No individual under the age of 14 may operate a golf cart. Any violation may be subject to disciplinary action.
  - b) Golf Cart operators shall observe all traffic signs and operate the golf cart as near to the edge of the roadway as is possible, and in the direction of the flow of traffic.
  - c) All persons occupying a Golf Cart shall be firmly seated and seating capacity of vehicle shall not be exceeded.
  - d) Golf Carts shall not be driven over 15 M.P.H.
  - e) Golf Carts must be registered with Public Safety and a Hold Harmless Agreement submitted.

#### **SECTION 21 BICYCLES AND FREE WHEELING DEVICES**

For the purpose of these Rules and Regulations, the term “Bicycle” shall mean any manually operated (usually by pedals) bicycle, or tricycle, scooter, roller blades or any other free wheeling device, which does not have a motor attached to it.

1. Bicycles used in the community should be in good operating condition, and shall be equipped with an operable front lamp and rear reflector when operated at night.
2. Bicyclists shall observe all traffic signs, and operate the bicycle as near the edge of the roadway as possible, and in the direction of the flow of traffic.
3. Bicyclists shall walk their bicycle at Recreational and Amenity Facilities within the Community.
4. Bicyclists shall give the right of way to pedestrians.
5. At Recreational Facilities or Amenity Areas, bicycles shall be parked in the bike racks provided.
  - (a) Bicycles left in an area, which interferes with motor vehicle or pedestrian traffic shall be removed by Public Safety or Authorized Association Personnel.
6. Any bicycle accident which results in injury to any person, or which results in damage to any property shall be reported to Public Safety.
7. Children under the age of 12 must wear helmets approved for this purpose when riding bicycles on roadways and community property.

#### **SECTION 22 ENFORCEMENT**

**INTRODUCTION:** The Association shall exercise its authority, duties, obligations and powers to enforce these Association Rules and Regulations in compliance with the provisions set forth in the By-laws of the Association, Article XIII. It is additionally recognized that the member has agreed to comply with these Rules

and Regulations, and is bound by Restrictive Covenants, which run with the land; and shall observe the Declaration and By-Laws authorized, powers of enforcement and remedies available, subject to their terms and conditions. Therefore, recognizing the authority of the Board to enter onto any property or to act on behalf of the Association, the Board hereby authorizes Public Safety and/or the Rules Enforcement Officer to approach any person in the community who appears to be violating any Rule, Regulation, or Restrictive Covenant, and inform that person of their alleged violation. The Public Safety Officer and the Rules Enforcement Officer, subject to guidelines and procedures of the Rules and Regulations, issue citation(s) to the alleged offender. Any person in the Community, who is so approached by either Officer, shall follow the reasonable directives given. Any person receiving a citation shall be subject to disciplinary action as determined by the Board or its designee to be appropriate, if following "Due Process" (see Section 23) the alleged violation is determined to be a valid offense.

1. Any person committing a violation of these Rules and Regulations may be fined as noted in the attached fine schedule for each violation, and in addition, will be responsible for payment of all charges and remedies as have been determined by the Association to apply.
2. The Association, as stipulated in the Declaration, shall at their discretion, employ all remedies available and as provided in the Restrictive Covenants, including but not limited to the specific covenant remedies and covenant provisions below:
  - (a) It is covenanted that the Association shall have the right, after five (5) days written notice to the Member, to enter upon the premises upon which any structures or nuisances have been erected or maintained, contrary to any of these covenants, and remove said objectionable structure or nuisance without liability for damage for such action, assessing the reasonable cost thereof against the Owner.
  - (b) Any condition structural or otherwise, in violation of, or contrary to, these Covenants may be removed by the Association after giving five (5) days written notice to the Member. Said objectionable condition or nuisance may be removed without liability for damage for such action, or claim for damages arising from such abatement, removal, or correction against the Association.
  - (c) In the event that any member breaches, or in any way acts contrary to any published rules and regulations developed for the purpose of maintaining the health, safety, welfare and aesthetic objectives of the Community by the Association, the Association will revoke that member's privileges until such breach or actions are resolved.

### **SECTION 23 DUE PROCESS**

Any person allegedly violating any Rules or Regulations is entitled to Due Process as outlined in this section and consistent with the "Procedures" section of the By-Laws of the Association as described in Article XIII, Section 3. Any Member who receives a written warning or citation from authorized Association personnel shall have the following rights and obligations:

1. The Member shall be notified in writing by Public Safety, Community Administrator, or Rules Enforcement Department of:
  - (a) The date the warning or citation was issued.
  - (b) The persons to whom the warning or citation was issued.
  - (c) The alleged offense(s).
  - (d) The possible penalties that may be assessed for the violation.
  - (e) The rights of the member under this Section and the By-laws.
  - (f) Any such other information that the Rules Enforcement Department deems appropriate or relevant.
2. Should a Member, resident, or visitor plead not guilty, he:
  - (a) Shall submit in writing any explanation or evidence he deems appropriate for the Rules

- Enforcement Committee to consider relating to the offense(s) within 15 days.
- (b) For Traffic citations, a hearing with the Rules Enforcement Committee must be scheduled or the citation will stand.
  - (c) Outcomes of hearings or written explanations will be issued to the relevant party indicating the committee's decision.
  - (d) If you disagree with the Rules Enforcement Committee's decision on non-traffic offenses, the Member has the right to appeal by submitting a request for a hearing in front of the Rules Enforcement Committee.
3. Any person charged with committing a violation who fails to enter or plead to such violation, respond to correspondence or communications of the Rules Enforcement Committee, or fails to appear at a hearing, shall therefore have entered on his behalf a plea of guilty to the offense by the Hearing Officer or the Chairperson of the Committee.
  4. Any fines levied by the Rules Enforcement Committee may be appealed to the Board of Directors, in writing, provided written notice is made to both the Board and the Rules Enforcement Committee within (30) thirty days of receipt of notice of such fines. The person against whom a fine has been levied shall be entitled to a hearing, with any new pertinent information before the Board, within (60) sixty days of receipt of such request by the Board. The Board shall be the final arbitrator in all such matters. A member will remain in their current status until completion of the appeal process.
  5. Any fine implemented by the Board for a violation of the Rules and Regulations shall be considered a special assessment and if not paid within 30 days of a written notification of such assessment such fines shall be entered on the appropriate Member's account as due and owing to the Association. Pleading guilty is a waiver of a hearing before the Rules Enforcement Committee, and binds the alleged violator to remit any fines or costs imposed or honor any suspension of privileges as may be imposed.
  6. The Board or its' designee will investigate all allegations of impropriety or conflicts of interest that may be made concerning the Rules Enforcement Committee, individual members of the committee, and shall take whatever action the Board deems necessary.

#### **SECTION 24 RULES ENFORCEMENT COMMITTEE**

On March 22, 1986, the Board established a Rules Enforcement Committee. The Board, by resolution, formed and prescribed the duties, functions and procedures of the Committee as detailed below:

- a) The Rules Enforcement Committee shall consist of a Board Member and at least four (4) members in good standing, and shall be responsible for enforcing such Rules and Regulations as the Board shall from time to time adopt.
  - b) Shall follow all procedures as described in the By-laws.
1. The Chairperson:
    - (a) Shall appoint a first and second Vice Chairperson to preside at all official Committee functions in the absence of the Chairperson.
    - (b) Shall arrange hearings for members who appeal the action of the Committee. A member may present witnesses at the aforesaid hearing if he/she so desires.
    - (c) Shall refer to the Board for any action it deems necessary, all matters of impropriety or conflict of interest that may be made against the committee, individual members of the committee or issuing officer.
    - (d) Appoint Approved Members for the purpose of adjudicating violations of the Association's Rules and Regulations in conformance with the established "Due Process" procedure.
    - (e) Shall inform the Board of all violations and recommendation(s) of any disciplinary action(s) to be imposed, if any.
    - (f) Shall submit to the Board such documentation reflecting the committee's adherence to the

- “Due Process” procedure for each violation for which disciplinary action is recommended.
- (g) Shall make suggestions to the Board all changes in the procedures for the enforcement, reporting and recording of violations of the Association Rules and Regulations.
2. The Committee:
- a) Shall make suggestions to the Board all changes to the Rules and Regulations, which will govern the general conduct of Association members, guests, tenants, visitors, contractors and other personnel authorized to be present either in the Committee or at Community Functions and Facilities.
  - b) Shall make suggestions to the Board concerning all changes to the “Due Process” procedure to be followed subsequent to the report of a violation of the Association Rules and Regulations and prior to and recommendation of action.
  - c) Shall meet and by affirmative vote determine the action as established and approved by the Board of Directors to be taken against a member for offenses determined by the issuing officer to be valid violations of the Association’s Rules and Regulations.
  - d) Shall provide records of all hearings and meetings of the Rules Enforcement Committee to the Rules Enforcement Coordinator and Officer for retention.
3. Rules Enforcement Coordinator:
- a) Shall maintain records of all complaints and cited violations and the actions taken regardless of whether a recommendation is made to the Board.
  - b) Shall make available to the Board all records of the Committee.

## SECTION 25 GLOSSARY

**ASSOCIATION:** A Pocono Country Place Property Owners Association, Inc., A Pennsylvania non-profit corporation.

**ASSOCIATION FACILITY OR ASSOCIATION FACILITIES:** Lands, (including recorded easements and right-of-ways), bodies of water, structures, supplies and equipment owned or operated, or managed or maintained, or in any other way under the control or jurisdiction of the Association, which is necessary or desirable to provide for the Association's rights, privileges, duties, obligations and responsibilities to administration, govern, operate, manage, preserve and maintain the Community.

**ASSOCIATION SERVICE:** Services rendered to the membership by the Association to implement the stated purpose of the Association.

**BADGE:** Association Membership, Guest and/or Tenant person identification, issued and valid for a period of one Association fiscal year, or such other time period upon the payment by the Member of all dues and assessments made or levied against him and his property by the Association; together with such other costs, fees and expenses, if any, properly chargeable to him or against his property by the Association.

**BOARD:** The Board of Directors of the Association.

**BY-LAWS:** The code, codes and rules adopted, entitled and published as "A Pocono Country Place Property Owners Association, Inc. By-Laws".

**CAMPING UNIT:** Any self-propelled or pulled vehicle, house trailer, tent trailer, truck trailer, mobile home, motor home, mini motor home, tent or the like, used or intended to be used for recreational camping or temporary or permanent residence.

**COMMON AREA OR COMMON AREAS:** Any area in the Community, which is dedicated to the common use of the members.

**COMMUNITY:** Areas presently known as A Pocono Country Place Property Owners Association, Inc. consisting of all areas existing in Sections A through M of the Development, and to include any further properties which may be incorporated into the Community in the future.

**DECLARATION:** Declaration of Restrictive Covenants of the Developer and Grantor, A Pocono Country Place Property Owners Association, Inc., as recorded in the Office of the Recorder of Deeds, in and for Monroe County, Pennsylvania.

**GATE ENTRANCE PASS:** Association issued vehicle identification (non-transferable between vehicles) for authorized entry into the Community for a temporary or fixed period of time for Tenants, Guests, Contractors, Vendors and the like.

**GUESTS:** A person who, in invitation of, and registration by, a Member-In-Good Standing, may visit with the Member of the Community, or occupy or otherwise have private and exclusive use of the Member's home in the Community. To qualify as a "Guest", a person may not himself hold any class of Membership in the Association.

**LOITERING:** To pass time in an idle or aimless way.

**MEMBER:** Any person or entity owning property in the development in accordance with Article IV of the By-Laws, and as set forth in the Declaration of Restrictive Covenants.

**MEMBER-IN-GOOD-STANDING:** An owner who has paid all annual and special fees, charges and dues levied by the Association and/or an owner who is on an approved payment schedule, and who maintains such payments in a current status.

**MOTOR-DRIVEN CYCLE:** Any and all two, three or four wheel vehicles or cycles, with or without pedals, which have a motor attached for propelling, or assisting in propelling the vehicle; including specifically motorcycles, motorized mini-bikes, motor scooters and the like by any other common or brand name.

**MOTOR VEHICLE:** A gas or electric engine-driven vehicle used for personal transportation or recreational purposes, for transportation of property, for construction or maintenance of the like, including but not limited to automobiles, trucks, vans, buses, motorcycles, motor scooters, motor home, go carts, snowmobiles, tractors and vehicular construction equipment.

**OPEN MEETING:** A meeting, which may be attended by the membership.

**RECREATIONAL FACILITY OR RECREATIONAL FACILITIES:** Lands, buildings, bodies of water, structures, supplies and equipment owned or operated, or managed or maintained, or in any other way under the control or jurisdiction of the Association which have been, or will be granted, conveyed or dedicated for the common use and enjoyment of Members for recreational purposes.

**ROADS:** All streets and roads constructed within the boundaries of the Community, and which are not owned by any municipality.

**TENANTS:** A person or persons who have rented or leased a house in the Community belonging to a Member, and who occupy, or otherwise have the private and exclusive use of same for a specified period of time.